

## SOLARPVEXCHANGE® TERMS & CONDITIONS (GENERAL)

\*PLEASE PRINT A COPY OF THIS “TERMS & CONDITIONS” FOR YOUR RECORD.

**Last update: 14 April 2016**

### **EXECUTIVE SUMMARY OF SOLARPVEXCHANGE®: YOUR SOLAR MARKETPLACE & CROWD FUNDING PLATFORM**

Welcome to SOLARPVEXCHANGE® PTE LTD (or ‘SOLARPVEXCHANGE®’ or ‘SPV’) SOLARPVEXCHANGE® is an Renewable Energy (solar PV) MarketPlace & Crowd Funding Platform for building owners who wish to get the best price/quotation for their renewable energy (solar PV) installation (SunQuote) and also to crowd fund for their renewable energy (solar PV) installation (SunVest).

Besides being a marketplace and crowd funding platform for your renewable energy projects, SolarPVExchange also provides energy monitoring services for energy producers. This will allow energy producers/owners to better understand the efficiency of their energy systems/plants (whether their solar PV systems are performing according to their specs or even functioning) and also to monetize their renewable energy output (SolarPVExchange will act as a middle man to find a buyer for your Renewable Energy Credits)

### **What The Terms/Jargons Mean?**

- **INITIATORS** registered on SOLARPVEXCHANGE® are individuals or business owners who are evaluating the costs, and the benefits of installing solar energy systems and wish to install solar distributed energy systems in their homes and businesses.
- **INSTALLERS** registered on SOLARPVEXCHANGE® are independent solar energy system manufacturers/installers/EPCs.
- **INVESTORS** registered on SOLARPVEXCHANGE® are individuals who wish to invest in SolarPVExchange’s SunVest (renewable energy projects) in return for an undisclosed return of investment.
- **ISSUERS** are individuals or business owners who wish to crowd fund for their renewable energy projects through SolarPVExchange’s SunVest tool.
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- A **PROJECT** is a solar energy system query requested by the INITIATOR on SOLARPVEXCHANGE®.

- A **SUNQUOTE®** is a proprietary solar Quotation tool which comes with a solar assessment report generated by SOLARPVEXCHANGE®. The Solar Assessment contains an estimated cost of the PROJECT and the benefits (such as Returns of Investment and Projected Savings) of installing solar PV system.
- **SUNVEST** is a Crowd Funding tool for renewable energy (or related) project owners to raise funds for their renewable energy project.

## Various Tools Available for the You:

### **1. SUNQUOTE Tool: Getting the Best Quotation/Price & a Free Solar Assessment**

Building owners (residential and commercial) can now get the best quote for their Solar PV installation and a solar PV assessment (how much will their solar PV system cost, versus their returns of investment and how much can they potentially save) in less than 5 minutes via SunQuote ([http://solarpvexchange.com/index.php/initiator/sun\\_quote](http://solarpvexchange.com/index.php/initiator/sun_quote))

Steps:

**1. Register online as an initiator** via <http://solarpvexchange.com/index.php/initiator/registration>

You, as a building owner, as termed as an initiator as the process to owning a solar PV system starts from you entering your building details and then we will do the rest to get you the best quotation/price and also a free solar PV assessment.

**2. Log on to the SunQuote** ([http://solarpvexchange.com/index.php/initiator/sun\\_quote](http://solarpvexchange.com/index.php/initiator/sun_quote)) and enter your building's details (enter your address, map out your roof size using our mapping service, your latest monthly bill and electricity tariff) where you would like to install your SolarPV installation.

**3. Get your Solar PV Assessment** from us which will tell you how much your solar PV system will cost (note this is just an estimate as a site survey will be arranged by us) and a projection of your monthly savings and your returns of investment (ROI) from your solar PV system.

**4. Request for Quotation** and we will get back to you with the best quotation in less than 2 weeks. You can also share your SolarPV assessment on your facebook so that your family members or colleagues can see how much savings you can get from installing a solar PV system.

How Does SolarPVExchange earn from match making the installer and you?

After you are happy with our service (especially with the quotation and our recommended installer) and decide to proceed with our recommended installer, our installer will pay then pay SolarPVExchange for successfully matchmaking the project with you the building owner. Note, as a building owner, you don't have to pay SolarPVExchange a single cent while getting the best deal for your solar PV installation.

## **2. SUNVEST Tool: Crowd Fund Your Renewable Energy Solution.**

Suppose you, as a building owner, wish to install a solar PV system (or any renewable energy system) and is deterred by the one-time system (setup) costs.

One way to go about is to crowd fund your project with our SunVest investors (and our crowd funding partners) and pay back your system over a longer period (12-24 months) via a regular monthly repayment scheme.

In this way, you can lower your initial setup costs by spreading your costs over a longer period while getting energy savings every month.

If you are interested to find out more about our SunVest (crowd funding tool for energy projects), feel free to drop us an email [sunvest@solarpvexchange.com](mailto:sunvest@solarpvexchange.com) and we will get back to you asap.

For investors interested in investing in renewable energy projects, kindly register as an investor to receive regular updates on our latest SunVest (crowd funding) projects.

Register as an investor here:

<http://solarpvexchange.com/index.php/investor/registration>

Browse SunVest projects to invest here:

<http://solarpvexchange.com/index.php/projects>

## **2. SUNMETER Tool: Monitor and Measure the efficiency of your energy plant**

After you have installed your renewable energy plant, the next thing is to monitor the system so that you are assured that the system is performing at the specs that was originally promised and also for you to measure how much clean/renewable energy it is producing.

One way to do this would be via our online SunMeter where you can monitor and track how much energy your system is producing daily, monthly, annually and since it was turned on/commissioned.

There is an online SunMeter display for you to track and see how much energy is being produced. Here's the link to some of the projects that are on display:

[http://solarpvexchange.com/index.php/sun\\_meter/all](http://solarpvexchange.com/index.php/sun_meter/all)

(note: there are many other projects which we monitor but are not displayed in public)

So after you install your system and want to monitor or track the performance of your system, drop us an email at [sunmeter@solarpvex.com](mailto:sunmeter@solarpvex.com) and we will get in touch with you shortly.

## **DISCLAIMER:**

Neither is SOLARPVEXCHANGE® itself a solar energy system manufacturer, a solar energy system installer, a contractor, or distributor or broker of solar-related products. SOLARPVEXCHANGE® does not endorse or recommend the products of any particular solar energy system manufacturer/installer or other contractor, although many opinions regarding distributed energy products and services may be expressed on the Site. Those opinions are the opinions of registered Users, and thus constitute User-Generated Content, and SOLARPVEXCHANGE® can make no claim as to the truthfulness, accuracy or completeness of such opinions.

The terms and conditions listed here (these "**Terms of Service**"), govern your access to and use of the SOLARPVEXCHANGE® website, including any content, functionality and services offered on or through [www.solarpvexchange.com](http://www.solarpvexchange.com) (the "**Site**").

Please read the Terms of Service carefully before you start to use the Site. **By using the Site, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service incorporated herein by reference.** If you do not want to agree to these Terms of Service, you must not access or use the Site.

This Site is offered and available to users who are 21 years of age or older. If you are under 13 you may not use this Site or the SOLARPVEXCHANGE® services. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

## **LIMITATIONS OF LIABILITY BY SOLARPVEXCHANGE®**

### **1 Limitations of Liability**

In no event shall we, SOLARPVEXCHANGE®, our parent, subsidiaries and affiliates, our officers, directors, agents, Joint Ventures, employees or suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in

connection with our website or this agreement (however arising, including negligence).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

## **2 Services Limitation**

SOLARPVEXCHANGE® does not have control of, nor liability for, the products or services that you provide.

We do not guarantee the identity of any User or ensure that an Initiator or an Installer will complete a transaction.

## **3 No Warranty**

The SOLARPVEXCHANGE® services are provided “as is” and without any representation of warranty, whether express, implied or statutory.

SOLARPVEXCHANGE®, our parent, subsidiaries and affiliates, our officers, directors, agents, Joint Ventures, employees and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

SOLARPVEXCHANGE® does not have any control over the products or services that will be paid for. SOLARPVEXCHANGE® is not involved in deals taking place between Initiators and Installers.

SOLARPVEXCHANGE® cannot ensure that an Initiator or an Installer you are dealing with will actually complete the transaction or is authorized to do so.

SOLARPVEXCHANGE® does not guarantee continuous, uninterrupted or secure access to any part of the SOLARPVEXCHANGE® Services, and operation of our site may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control.

SOLARPVEXCHANGE® makes no representations or warranties regarding the amount of time and expenditures needed to set up and complete deals between Initiators and Installers as well as to achieve Projects because SOLARPVEXCHANGE® is not involved in deals and project realizations taking place between Initiators and Installers.

Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from country to country.

## **4 Indemnification**

You agree to defend, indemnify and hold us, SOLARPVEXCHANGE®, our parent, subsidiaries and affiliates, our officers, directors, agents, Joint Ventures, employees and suppliers harmless from any claim, demand (including attorneys’ fees), fine, or other liability incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the SOLARPVEXCHANGE® Services.

## **5 Intellectual Property**

“SOLARPVEXCHANGE®” and all other URLs, logos and trademarks related to the SOLARPVEXCHANGE® Services are either trademarks or registered trademarks of

SOLARPVEXCHANGE® or its licensors. You may not copy, imitate or use them without SOLARPVEXCHANGE®'s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of SOLARPVEXCHANGE®. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by SOLARPVEXCHANGE® through our Send Offer / Quotations received services and tools or affiliate programs without prior written consent for the purpose of directing web traffic to the SOLARPVEXCHANGE® Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to SOLARPVEXCHANGE® or the SOLARPVEXCHANGE® Services or display them in any manner that implies SOLARPVEXCHANGE®'s sponsorship or endorsement. All right, title and interest in and to the SOLARPVEXCHANGE® website, any content thereon, the SOLARPVEXCHANGE® Services, the technology related to the SOLARPVEXCHANGE® Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of SOLARPVEXCHANGE® and its licensors.

## **6 Calls to You**

By providing SOLARPVEXCHANGE® a telephone number (including a mobile telephone number), you consent to receiving calls, including, if any, autodialed and prerecorded messages from SOLARPVEXCHANGE® at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive, if any, text messages from us about your use of the SOLARPVEXCHANGE® Services at that number.

## **7 Marketing and Deals**

If you receive Information about another User (Initiator, Installer, Investor or any other) through the SOLARPVEXCHANGE® Services, you must keep the Information confidential and only use it in connection with the SOLARPVEXCHANGE® Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so (through the active "SEND OFFER" Button on Projects Page for example).

## **8 Password Security**

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the SOLARPVEXCHANGE® Services.

## **9 Taxes**

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

SOLARPVEXCHANGE® is not responsible for determining whether taxes apply to your Quotations submitted to Initiators through the "SEND OFFER" Process, to your

transactions or any deals, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority.

All Fees that may be related to the SOLARPVEXCHANGE® Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.

### **10 Complete Agreement and Survival**

This Agreement, along with any applicable Policies on the General Terms and Conditions page on the SOLARPVEXCHANGE® website, sets forth the entire understanding between you and SOLARPVEXCHANGE® with respect to the SOLARPVEXCHANGE® Services.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

### **11 Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without SOLARPVEXCHANGE®'s prior written consent. SOLARPVEXCHANGE® reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

### **12 Translated Agreement**

Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

### **13 No Waiver**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.